

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

IN RE: SHELTON SCOTT HENTZ

CHAPTER 13

DEBTOR

Case No. 19-13581 JDW

UNITY BANK OF MS

CREDITOR

WENDY MICHELLE HENTZ

CO-BORROWER

**UNITY BANK OF MISSISSIPPI'S MOTION FOR RELIEF
FROM §362 AUTOMATIC AND CO-DEBTOR STAY
AND FOR ABANDONMENT OF PROPERTY**

COMES NOW, Unity Bank of Mississippi, by and through its attorney ("Creditor"), and respectfully moves the Court for an Order lifting the Co-Debtor stay as provided in 11 U.S.C. §1301 in order to permit Creditor to proceed against the Co-Debtor's stay, and in support of said Motion, would respectfully show unto the Court the following:

1. This Court has jurisdiction over the parties and subject matter to this action pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 1301.
2. Co-Borrower, Wendy Michelle Hentz, is indebted to Creditor under a Promissory Note and Security Agreement (Loan No. ending 1217) executed by both the Debtor and Co-Borrower in the amount of \$2,228.74 and dated January 28, 2021. The Co-Borrower's indebtedness is secured by a 2015 Honda ATV (VIN# 1HFTE44H9F4101227). A copy of both are attached as Exhibit A.
3. Co-Borrower, Wendy Michelle Hentz, is indebted to Creditor under a Promissory Note and Security Agreement (Loan No. ending 1053) executed by both the Debtor and Co-Borrower in the amount of \$24,102.55 and dated November 29, 2017. The Co-Borrower's indebtedness is secured by a 2017 Ford Fusion Sedan (VIN# 3FA6P0HD0HR270103). A copy of both are attached as Exhibit B.

4. Co-Borrower, Wendy Michelle Hentz, is indebted to Creditor under a Promissory Note and Security Agreement (Loan No. ending 1004) executed by both the Debtor and Co-Borrower in the amount of \$9,620.00 and dated June 15, 2017. Co-Borrower's indebtedness is secured by a Vermeer Model VR1022 Hay Rake (Serial # 1VRA201BB2C1004810) and a 5400 Grain Drill. A copy of the loan documents are attached as Exhibit C.

5. The Co-Borrower is not a debtor in this bankruptcy case.

6. The Co-Borrower, under the Debtor's confirmed plan (Dkt. #45), was to make payments on the 3(three) above-referenced Loan Notes.

5. Such failure has resulted in substantial harm to Unity Bank of Mississippi and is grounds for relief pursuant to 11 U.S.C. §362(d)(1). Unity Bank of Mississippi should be allowed to pursue its claim as to the Co-Debtor.

WHEREFORE, PREMISES CONSIDERED, Unity Bank of Mississippi, and respectfully requests that the Court grant this motion for relief from the automatic stay and co-debtor stay on the personal property, and for other such relief as the Court may deem proper and just.

RESPECTFULLY SUBMITTED,

JONES & SCHNELLER, PLLC
ATTORNEYS AT LAW
126 NORTH SPRING STREET
P.O. BOX 417
HOLLY SPRINGS, MS 38635
662.252.3224

BY: \S\ WILLIAM F. SCHNELLER
WILLIAM F. SCHNELLER, MSB 6559
ATTORNEY FOR CREDITOR
wschneller@gmail.com

CERTIFICATE OF SERVICE

I, William F. Schneller, Attorney for Unity Bank of Mississippi, does hereby certify that I have this day mailed, postage prepaid or delivered by electronic means, a true and correct copy of the above and foregoing Motion to Lift Automatic and Co-Debtor Stay:

Wendy Michelle Hentz
5952 Eureka Rd.
Courtland, MS 38620

C. Gaines Baker, Esq.
136 Public Square
C.G. Baker Building, Suite One
Batesville, MS 38606
gaines@cgbakerlaw.com

Locke D. Barkley
Chapter 13 Trustee
Ecf_lbarkley13@barkley13.com

U.S. Trustee, via ECF
USTPRegions05.AB.ECF@usdoj.gov

This the 20th day of September, 2023.

\s\ William F. Schneller
WILLIAM F. SCHNELLER